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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 13th January, 2022

No. 13/1/9819-HII(2)-2021/588.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 92/2017, dated 29.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SOHAN LAL R/O NAYAGAON, NEAR JAGDMBA JEWELERS, SHIV MANDIR ROAD,
DISTRICT MOHALI. (Workman)

AND

YWCA, SECTOR 11-B, CHANDIGARH THROUGH ITS SECRETARY. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed by the management as Night security Guard in the month of May, 2011. He was deployed at girls hostel of YWCA, Sector 11-B, Chandigarh and remained in the uninterrupted employment up to 15.02.2017 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹4,500 as wages for 12 hours duties but at the time of termination he was paid ₹4,500/- and later on with the intervention of the Labour Inspector the management paid him the arrear of wages at the rate ₹ 8,787/- for 12 hours duty for the month of February, 2017. The minimum wages for eight hours duties as notified by the Chandigarh Administration was ₹ 8,787/-. The claimant workman used to demand minimum wages and overtime wages from the management which could be a cause of termination. As usual the workman went to attend his duty on 16.07.2017 but he was refused work by the management without assigning any reason and notice. Refusal of work, which amounts to termination, is retrenchment under section 2(oo) of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management have also employed new person in place of the workman, which is a violation of Section 25-H of the ID Act. He lodged a complaint dated 17.02.2017 with the Labour Inspector Union Territory Chandigarh for his reinstatement but the management always seek long dates on one pretext or other and on the last date of hearing i.e. 27.06.2017 the management did not appear before the labour Inspector. The workman served upon the management a demand notice dated 01.07.2017 for his reinstatement but the management neither replied the notice nor took

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him on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention. In the conciliation proceedings the management alleged that the workman was on part time duty and he willfully abandoned his duties with effect from 16.02.2017. He was on 8 hours duty and he was refused work. The workman without prejudice to his right of back wages and continuity of service is ready to join his duty with immediate effect. The action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with full back wages, continuity of service and with all attendant benefits.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman was in dual employment, which is violative of Section 60 of the Factories Act. On merits, it is pleaded that the workman joined as part time Guard in June 2011 and not in May 2011. He was part-time worker who was deployed for four hours as chowkidar and was paid as per applicable rates of minimum wages, proportionately. He started remaining absent with effect from 15.02.2017 and did not join duty in spite of communication dated 16.02.2017 sent to him on 17.02.2017 under registered post which was duly received by him but he did not join duty willfully. His last wages as part time worker were ₹ 4,500/- per month for four hours duty period. His total service till 14.02.2017 was five years eight months. While the competent authority of YWCA was away to Delhi; under coercion, the representative of the management was made to pay that un-payable amount of ₹ 4,080/- in proceedings conducted by the Labour Inspector, Union Territory, Chandigarh, which was paid under protest. On coming back the competent authority of YWCA wrote a letter, which was duly received in the office of Labour Inspector, for refund of above un-payable amount, action on which is still pending and awaited. No overtime work whatsoever was ever done by the workman so nothing is payable on this account. The workman is attempting to camouflage his misconduct of absence / willful abandonment of service under the false allegation of refusal of work and termination of service etc. He did not report for duty on 16.02.2017 and afterwards also. The management has not at all terminated his services. He willfully abandoned service for greener pasture and willfully did not join duty in spite of receiving registered communication, asking him to join duty. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. During the pendency of present industrial dispute, learned representative for the management made the following statement :—

"The management is ready to take back the workman on duty as part time on four hours duty per day. The other claim of the workman of continuity of service may be decided by the Hon'ble Court as he was working elsewhere in the interim period and claims like back wages and alleged termination etc. may be decided on merits by the Hon'ble Court."

Upon which, the workman made the following statement :—

"I have heard the statement of Id. Representative of the workman I am ready to join my duty with immediate effect. The other claim of the workman of continuity of service, back wages of alleged termination and duty hours etc. may kindly be decided on merits by the Hon'ble Court."

6. In support of the case, the workman examined himself as AW1. The workman also examined Ms. Rajni Paul D/o Shri Rajbir Singh, R/o Daniyal Pur Road, Near Nishan Public School, Karnal as AW2. Learned representative for the workman closed the evidence. On the other hand, the management examined

Smt. Preeti Joseph - Project Manager, YWCA Working Women Hostel, Sector 11, Chandigarh as MW1 and Shri Arun Kumar - Clerk, Office of Assistant Labour Commissioner, Union Territory Chandigarh as MW2, Shri Ami Lal - Head Clerk, Office of Employee State Insurance Corporation, Sector 29, Chandigarh as MW3, Shri Hari Om Sharma - Assistant Manager (Time Office), Chandigarh Club Limited, Sector 1, Chandigarh as MW4. Learned representative for the management closed the evidence.

7. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 :

8. Onus to prove this issue was on the workman and to discharge the same the workman examined himself as AW1, who deposed that he was appointed by the management as Night Security Guard in the month of May 2011 and was deployed at girl hostel of YWCA, Sector 11-B, Chandigarh. He remained in the uninterrupted employment of the management upto 15.02.2017 and on 16.02.2017 he was refused work by the management without any charge sheet, inquiry and retrenchment compensation.

9. Admittedly during the pendency of the present industrial, partial compromise affected between the parties and made the statements, as reproduced in foregoing paragraph of this award. As per statement of the workman, as per compromise he had joined the duties with the management on 18.05.2018. Meaning thereby there is no need to give findings with regard to reinstatement. Now question remained to be determined is with regard to continuity of service and back wages. As per the averments of the workman he was terminated on 16.02.2017 and thereafter he moved before the Assistant Labour Commissioner, Union Territory Chandigarh by raising demand notice and thereafter he again joined the management on 18.05.2018. It is the stand of the workman that his services were terminated by the management on the other hand it is the stand of the management that the services of the workman were never terminated. Admittedly, the workman remained out of services from 16.02.2017 to 18.05.2018 i.e. date of rejoining. As the workman had rejoined his services with the management so there is no need to give findings on the issue of illegal termination by the management. As regard continuity of service and back wages is concerned, the workman is entitled for continuity of service and 25% back wages only. So this issue is decided in favour of the workman accordingly.

RELIEF :

10. In the light of findings on the issue above, this industrial is allowed. Since the workman had already rejoined his duties with the management so the workman is entitled for continuity of service and 25% back wages for intervening period i.e. from 16.02.2017 to 18.05.2018. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : The 29th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 13th January, 2022

No. 13/1/9820-HII(2)-2021/590.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 62/2018, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHOBHA BISHT W/O SHRI M. S. BISHT, HOUSE NO.1188, SAINI VIHAR, BALTANA,
UNION TERRITORY, CHANDIGARH. (Workman)

AND

1. ASSOCIATE GROUP & SECURITY SERVICE PRIVATE LIMITED, SCO NO.179-180, SECTOR 17-A, CHANDIGARH THROUGH ITS MD.
2. DELTRON PRIVATE LIMITED, PLOT NO.132, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS MD. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she was appointed by management No.1 on 4th June, 1996 and was deployed at the work place of management No. 2. She remained in uninterrupted employment upto 07.03.2017 when her services were illegally & wrongly terminated by refusing work by management No.1 & 2 without assigning any reason in violation of Section 2(oo) & 25-F of the ID Act and against the principles of natural justice.

3. Management No.1 contested the case of the workman and filed written statement that the services of the workman were never terminated rather she had left the services of her own accord on the ground of medical unfitness.

4. Management No.2 contested the case of the workman and filed written statement that the workman was never appointed on the rolls of the company and the management has no direct relationship with her.

5. During the pendency of the present industrial dispute, case taken in Lok Adalat wherein the parties settled their dispute amicably and the workman made the following statement :—

"I have received a Cheque Number 029420 dated 11.12.2021 amounting to Rs.80,000/- (Rs. Eighty Thousand only) drawn on Canara Bank, Sector-17, Chandigarh, as full and final settlement of my present case. I have no claim whatsoever against the management No.1 and Management No. 2. The present reference may be disposed of accordingly."

In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 17th January, 2022

No. 13/1/9825-HII(2)-2021/924.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 42/2018, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KIRAN PAL S/O SHRI SHIV CHARAN, R/O HOUSE NO.2704, VIKAS NAGAR, MAULI JAGRAN, UNION TERRITORY, CHANDIGARH. (Workman)

AND

1. AMAR UJALA, SHOW ROOM NO.34-37, SECTOR 9, CHANDIGARH THROUGH ITS GENERAL MANAGER.
2. SIMPLEX SOLUTION, # 320, GOLDEN SQUARE, ZIRAKPUR - 140603, PUNJAB THROUGH ITS DIRECTOR / AUTHORISED INCHARGE. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he joined the management in January 2011 through the contractor. Though the contractors changed from time to time but he continued to work with the management. Term of one of the contractor i.e. M/s Simplex Solutions expires on 31.03.2017. The workman was working with the management as usual but on 31.08.2017, the management through new contractor, who takes over with effect from 01.04.2017, terminated the services of the workman and did not allow the workman to enter its premises for work.

3. The management contested the case of the workman and filed written statement preliminary objection that the workman was employee of the contractor M/s Simplex Solutions so there is no relationship of employer and employee between the answering management and workman, as such, the question of termination of services of the workman does not raise.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed:-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPR
2. Whether there is no relationship of employer & employee between the workman and management ? OPM
3. Whether the claim of the workman is bad for non-joinder of necessary parties ? OPM
4. Relief.

5. Thereafter the application for impleading the contractor in the claim statement filed by the management, which was allowed vide order dated 20.11.2020 and M/s Simplex Solutions was ordered to be impleaded as management No.2.

5. During the pendency of the present industrial dispute, the parties settled their dispute amicably and the workman made the following statement :—

"I am the workman in above noted case. The present case has been settled with the management of Amar Ujala and with contractor i.e Simplex Solution Management No.2. I have received the amount of Rs.100000/- full and final settlement. After this settlement I have no claim against the management regarding my employment and all dues. The present industrial dispute may be disposed off accordingly."

6. Case taken up in Lok Adalat. In view of the statement of the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 17th January, 2022

No. 13/1/9824-HII(2)-2021/922.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 95/2021 dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJESH RAM S/O LATE SHRI RAM BRIKSH, R/O # 8/3, NEW COLONY CHANDIGARH
(MALOYA), CHANDIGARH. (Workman)

AND

1. NONI ENTERPRISES, PLOT NO.913-A, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS SHRI HARVINDER SINGH KHANNA.
2. AQUIPA ENTERPRISES, PLOT NO.3119, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH SHRI PRABHJEET SINGH
3. KHANNA ENTERPRISES, PLOT NO.3118, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS PROPRIETOR / OCCUPIER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.08.2009 as Fitter Skilled. The management had opened their companies in the name & style, as mentioned above as management No.1 to 3. All the companies were running by Khanna's undivided family with the help of similar employees. M/s H. K. Enterprises and M/s S. U. Enterprises were also opened by the management. The management was taking work from the workman and other workmen in the above mentioned companies. The services of the workman were terminated by the management on 10.09.2019 without giving any prior notice, conducting inquiry. The management had violated the provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. Management No.1 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

4. Management No.2 contested the case of the workman and filed written statement that the answering management had recruited its own staff and employees and has maintained a separate payroll for each of them. The workman was employed by the management as Helper. The answering management is engaged in the work of buffing and grinding while management No.1 & 3 are engaged in different type of activity which does not concern the answering management and have separate office, staff, machinery, equipment and employees for the purpose of its activities. The answering management had no concern with the working of management of M/s Noni Enterprises and M/s Khanna Enterprises. The management had not terminated the services of the workman rather the workman had himself left the employment willfully on his own accord.

5. Management No.3 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

6. During the pendency of the present industrial dispute, the case taken in Lok Adalat wherein the parties settled their dispute amicably and the Proprietor of the management made the following statement :—

"Management is ready to reinstate the workman along with the continuity of service and a sum of Rs.5000/- towards compensation."

In response to the above statement, the workman made the following statement :—

"I have heard the statement of Shri Prabhjeet Singh, Proprietor and is ready to join my duties as per offer made by the management. My present industrial dispute may be disposed of accordingly."

In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 17th January, 2022

No. 13/1/9822-HII(2)-2021/776.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 96/2021, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BABU RAM S/O SHRI RITU RAI, R/O # 208, VILLAGE HALLOMAJRA, CHANDIGARH.
(Workman)

AND

1. NONI ENTERPRISES, PLOT NO.913-A, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS SHRI HARVINDER SINGH KHANNA.
2. AQUIPA ENTERPRISES, PLOT NO.3119, INDUSTRIAL AREA, PHASE-II, CHANDIGARH THROUGH SHRI PRABHJEET SINGH
3. KHANNA ENTERPRISES, PLOT NO.3118, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS PROPRIETOR / OCCUPIER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.03.1998 as Pressman. The management had opened their companies in the name & style, as mentioned above as management No.1 to 3. All the companies were running by Khanna's undivided family with the help of similar employees. M/s H. K. Enterprises and M/s S.U. Enterprises were also opened by the management. The management was taking work from the workman and other workmen in the above mentioned companies. The services of the workman were terminated by the management on 10.09.2019 without giving any prior notice, conducting inquiry. The management had violated the provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. Management No.1 contested the case of the workman and filed written statement that the answering management had recruited its own staff and employees and has maintained a separate payroll for each of them. The workman was employed by the management as Helper. The answering management is engaged in the work of sheet metal components while management No.2 & 3 are engaged in different type of activity which does not concern the answering management and have separate office, staff, machinery, equipment and employees for the purpose of its activities. The answering management had no concern with the working of management of M/s Aquipa Enterprises and M/s Khanna Enterprises. The management had not terminated the services of the workman rather the workman had himself left the employment willfully on his own accord.

4. Management No.2 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

5. Management No.3 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

6. During the pendency of the present industrial dispute, the case taken in Lok Adalat wherein the parties settled their dispute amicably and the Proprietor of the management made the following statement :—

"Management is ready to reinstate the workman along with the continuity of service and a sum of Rs.5000/- towards compensation."

In response to the above statement, the workman made the following statement :—

"I have heard the statement of Shri Harvinder Singh Khanna, Proprietor and is ready to join my duties as per offer made by the management. My present industrial dispute may be disposed of accordingly."

In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 17th January, 2022

No. 13/1/9821-HII(2)-2021/926.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 97/2021, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GOVIND / GOBIND KUMAR S/O SHRI LAL CHAND, R/O # 114, LABOUR COLONY NO.4, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (Workman)

AND

1. NONI ENTERPRISES, PLOT NO.913-A, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS SHRI HARVINDER SINGH KHANNA.
2. AQUIPA ENTERPRISES, PLOT NO.3119, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH SHRI PRABHJEET SINGH
3. KHANNA ENTERPRISES, PLOT NO.3118, INDUSTRIAL AREA, PHASE - II, CHANDIGARH THROUGH ITS PROPRIETOR / OCCUPIER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.04.2006 as Turner. The management had opened their companies in the name & style, as mentioned above as management No. 1 to 3. All the companies were running by Khanna's undivided family with the help of similar employees. M/s H. K. Enterprises and M/s S. U. Enterprises were also opened by the management. The management was taking work from the workman and other workmen in the above mentioned companies. The services of the workman were terminated by the management on 10.09.2019 without giving any prior notice, conducting inquiry. The management had violated the provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. Management No.1 contested the case of the workman and filed written statement that the answering management had recruited its own staff and employees and has maintained a separate payroll for each of them. The workman was employed by the management as Helper. The answering management is engaged in the work of sheet metal components while management No.2 & 3 are engaged in different type of activity which does not concern the answering management and have separate office, staff, machinery, equipment and employees for the purpose of its activities. The answering management had no concern with the working of management of M/s Aquipa Enterprises and M/s Khanna Enterprises. The management had not terminated the services of the workman rather the workman had himself left the employment willfully on his own accord.

4. Management No.2 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

5. Management No.3 contested the case of the workman and filed written statement that the workman was never employed by the answering management.

6. During the pendency of the present industrial dispute, the case taken in Lok Adalat wherein the parties settled their dispute amicably and the Proprietor of the management made the following statement:-

"Management is ready to reinstate the workman along with the continuity of service and a sum of Rs.5000/- towards compensation."

In response to the above statement, the workman made the following statement:-

"I have heard the statement of Shri Harvinder Singh Khanna, Proprietor and is ready to join my duties as per offer made by the management. My present industrial dispute may be disposed of accordingly."

In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 17th January, 2022

No. 13/1/9827-HII(2)-2021/773-A.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 52/2021, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAMASIDYA VIND S/O SHRI VIJAY BAHADUR VIND, R/O # 451, VILLAGE HALLOMAJRA, UNION TERRITORY, CHANDIGARH. (Workman)

AND

LAKAONI CHEMICAL, PLOT NO.51, VILLAGE RAIPUR KHURAD, UNION TERRITORY CHANDIGARH THROUGH ITS PROPRIETOR / PARTNER / OCCUPIER AND MANAGER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was orally engaged by the management with effect from 03.12.2012 as Fitter Machine Operator and on 14.12.2019 his services were terminated by the management in violation of provisions of Section 25-F, 25-G, 25-H and other provisions of the ID Act.

3. During the pendency of the present industrial dispute, the workman made the following statement :—

"At this stage, I withdraw the present reference."

4. Case taken in Lok Adalat. In view of the statement made by learned representative for the workman, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0095.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Rima, D/o Narsingh, W/o Shailesh, # 1499, Sector 45, Burail, Chandigarh, have changed my name to Rima Devi.

[76-1]

I, Avishek Kumar *Alias* Avishek, S/o Raghubir Singh, # 564, New Indira Colony, Manimajra, Chandigarh, have changed my name to Abhishek.

[77-1]

I, Kailash Chander *Alias* Kailash Mahendru, S/o Parmeshwari Dass, # 1444 Sector 22-B, Chandigarh, have changed my name to Kailash Chandra Mahendru.

[78-1]

I, Sandhya, S/o Ram Prasad Pal, R/o # 7 NITTTR Campus Sector 26, Chandigarh, have changed my name to Sandhya Pal.

[79-1]

I, Vijay *Alias* Vijay Kumar, S/o Roop chand, R/o # 1404, Ph.-2, Ramdarbar, Chandigarh, have changed my name to Vijay Jaiswal.

[80-1]

I, Madhu Bala, D/o Kewal Krishan Puri, W/o Prem Malhotra, R/o H. No. 2653/1, Sector 47-C, Chandigarh, have changed my name to Madhu Malhotra.

[81-1]

I, Cheenu, W/o Varinder Sharma, # 2551, Sector 22-C, Chandigarh, have changed my name Cheenu Sharma.

[82-1]

I, Satnam Singh, S/o Gursewak Singh, # 709, Sector 8-C, Chandigarh, changed my name Satnam Singh Gosal.

[83-1]

I, Devinder Kumar, S/o Prem Chand, R/o # 2698 B, Sector 42-C, Chandigarh, have changed my name to Davinder Kumar.

[84-1]

I, Anita Bhailal Shahu, W/o Avinash Kumar Gupta, # 902 Backside quila, Manimajra, Chandigarh, have changed my name to Anita Avinash Gupta.

[85-1]

I, Monu Dhiman, D/o Om Parkash Dhiman, R/o # 5166, Sector 38 (West) Chandigarh. I have changed my name from Monu Dhiman to Manya Dhiman.

[86-1]

I, Dilpreet, W/o Jaspreet Singh, R/o # 3064, Sector 27-D, Chandigarh, have changed my name from Dilpreet to Dilpreet Kaur.

[87-1]

I, Mohammed Abdullah, S/o Dharamveer Mehta, R/o 560, Near Qila, Samadhi Gate, Manimajra, Chandigarh, do have change my name Mohammed Abdullah to Bhupinder Mehta.

[88-1]

I, Geeta, W/o Ravinder Kumar, # 1012/2, Sector 30-B, Chandigarh, changed my name Geeta Malhotra.

[89-1]

I, Rajvinder Kaur, W/o Ram Chander, # 835-A, Sector 47-A, Chandigarh, have changed my name to Rajvinder Kour.

[90-1]

I, Pardeep Kumar, S/o Vijender Singh, R/o # 4522/A, Sector 46-D, Chandigarh, have changed my name to Pradeep.

[91-1]

I, Naveen, S/o Gena lal, R/o 1639, Phase-2, Ramdarbar, Chandigarh, have changed my name to Naveen Kumar.

[92-1]

I, Phul Chand *Alias* Phool Chand, S/o Jodha Ram, # 725/15, Bapu Dham Colony, Sector 26, Chandigarh, have changed my name to Phool Chand Kaliya.

[93-1]

I, Priyanka Saini, W/o Achal Anand, R/o # 3256 Sector 37-D, Chandigarh, have changed my name to Priyanka Anand.

[94-1]

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